



# TOWN OF MILLIS

Peter C. Jurmain, *Chair*  
Erin T. Underhill, *Vice Chair*  
Craig W. Schultze, *Clerk*

## OFFICE OF THE SELECT BOARD

Veterans Memorial Building  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7041

Michael J. Guzinski  
Town Administrator  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

Karen Bouret DeMarzo  
Operations Support Manager  
[kbouret@millisma.gov](mailto:kbouret@millisma.gov)

### SELECT BOARD MEETING AGENDA MONDAY, APRIL 25, 2022; 7:00 PM VETERANS MEMORIAL BUILDING ROOM 229

	Topic	Time	Speaker
I.	Call to Order	7:00 PM	Chair
II.	Announcements		
III.	Open Session Scheduled Appointments & Hearings		
22-096	Building Safety Month Proclamation	7:00 PM	M. Giampietro
22-097	Appointment of PT Dispatcher	7:05 PM	Chief Soffayer
22-098	Appointment of (substitute) Library Assistant	7:10 PM	K. Tolson M. Guzinski
22-099	Appointment of (temporary) DPW Heavy Equipment/Laborer	7:15 PM	J. McKay
22-100	Appointment of Cultural Council Member Edward Ginn	7:20 PM	Chair Jurmain
22-101	Request to Mow/Hay on Town Property 377 Village Street	7:25 PM	J. Lobisser
22-102	Acceptance of Gift from Millis Youth Baseball and Softball – Granite Benches	7:35 PM	Michael Leach MYB Rep.
22-103	Review/Approval of Regulatory Agreement for Gateway Project	7:40 PM	P. Koufopoulos
22-104	Presentation of (2) Citizens Petition Articles on 5/2 Annual Town Meeting Warrant	7:50 PM	C. MacInnes
IV.	Open Session Agenda Items		
22-105	Review/Discuss/Assign 5/2 Annual Town Meeting Warrant Articles		Chair Jurmain M. Guzinski
22-106	Review/Approval of Sign Permit – Flag Football		K. Bouret
22-107	Board/Committee Liaison Updates		Chair Jurmain
V.	Executive Session To conduct strategy sessions in preparation for negotiations with union personnel.		

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(SEIU & AFSCME)

To discuss strategy with respect to litigation.  
(Site Investigation)

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**VI. Adjournment**

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**Proposed Upcoming Meeting Schedule**

Date	Time	Location
Monday, May 2, 2022 <i>Annual Town Meeting</i>	<b>6:30 PM</b>	MHS Library/Auditorium
Monday, May 16, 2022	<b>7:00 PM</b>	VMB Room 229

22-096

## Building Safety Month Proclamation



# TOWN OF MILLIS

Peter C. Jurmain, Chair  
Erin Underhill, Vice-Chair  
Craig Schultze, Clerk

## OFFICE OF THE SELECT BOARD AND TOWN ADMINISTRATOR

Veterans Memorial Building  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7040  
Fax: 508-376-7053

Michael Guzinski  
Town Administrator  
[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)

Karen M. Bouret  
Operations Support Manager  
[kbouret@millisma.gov](mailto:kbouret@millisma.gov)



## *Proclamation*

**Building Safety Month — May 2022**

Whereas, the Town of Millis is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—  
—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, and play, and;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, WE, the Select Board of the Town of Millis, Massachusetts, do hereby proclaim the month of May 2022 as Building Safety Month. Accordingly, we encourage our citizens to join us as we participate in Building Safety Month activities.

Sincerely,

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Peter C. Jurmain, Chair

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Erin T. Underhill, Vice-Chair

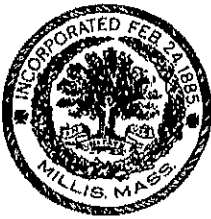
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Craig W. Schultze, Clerk

Given our hands this 25<sup>th</sup> Day of April, 2022

22-097

Appointment of PT Dispatcher



## TOWN OF MILLIS

### OFFICE OF THE TOWN ADMINISTRATOR AND SELECT BOARD

Veterans Memorial Building Room 220  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7040 Fax: 508-376-7053

### APPLICATION FOR EMPLOYMENT

The Town of Millis is an equal opportunity/affirmative action employer and does not discriminate against any applicant because of race, color, religion, sex, marital status, genetics, national origin, age, disability, sexual orientation or any other class protected by federal, state or local law. Any person who needs assistance in fully participating in the application process should contact the Millis Town Administrator.

#### I. Contact Information

Name **Sean F. Cullen** Date **1/27/2022**

Address # and Street **78 Donna Rd** City and State **Holliston, MA** Zip Code **01746**

Home Phone \_\_\_\_\_ Cell Phone **401-692-9098** Email Address **Scully61148@gmail.com**

#### II. Position Applying For (Please specify position title or job category)

**Per Diem Dispatcher**

How did you hear about the position?

**Colleague**

Have you ever been employed by the Town of Millis? When? What department?

**No**

#### III. Education

School	Name, Address, City, State	Years Attended	Degree
High School	<b>Woonsocket High School 777 Cass Ave Woonsocket, RI 02895</b>	<b>1999-2003</b>	<b>General Studies</b>
College			
Graduate School			
Trade, Business, Night Courses			
Military Service, Other Training			

#### IV. Licenses (Please list all licenses you possess that are relative to the position you seek.) A valid license is a condition of employment, where required.

Do you have a valid driver's license (Class D Auto)? ☒ Yes ☐ No If yes, enter expiration date **06/11/2025**

Do you have a valid CDL license (Class A or B)? ☐ Yes ☒ No If yes, enter expiration date \_\_\_\_\_

What other valid licenses or certifications do you possess (job related)? **CJIS Certified, Speical State Police Commision,  
LTC, CPR Certified**

**V. Employment Eligibility**

Are you legally authorized to work in the United States?

✓ Yes ☒ No ☐**VI. Special Skills**

Please list any other skills or abilities you feel are relevant:

Radio Telecommunications, Triaging Phone Calls, Report Writing**VII. Employment History**Please account for the last 3 positions you have held. Start with your present or last employer. You may include military service and any verifiable work performed as an intern or volunteer. You (☒) may (☐) may not contact my present employer.

Employer	Commonwealth of Massachusetts Department of Correction	Address	50 Maple St, Milford, MA
Telephone	508 422-3480	Title	Correction Officer
Supervisor	Chritopher Baker	Dates Worked	6/2008 - Present
		Reason for leaving	N/A

Description of Primary Duties: Care, Custody and Control of inmates, First Repsonder, Maintaning  
Orderly Running of the Institution, Conducting Security Rounds, Security for Headquarters

Employer	Lowe's Home Improvement	Address	2010 Diamond Hill Rd, Woonsocket, RI
Telephone	401 769-0471	Title	Receiver
Supervisor	Lisa Mitchell	Dates Worked	11/2005 - 05/2008
		Reason for leaving	Better opportunity

Description of Primary Duties: Unloading Deliveries, Checking Inventory, Operating Forklifts and other  
machines.

Employer	Shaws Supermarket	Address	1500 Diamond Hill Rd, Woonsocket, RI
Telephone	401 765-3090	Title	Stock Clerk
Supervisor	Christopher Dodge	Dates Worked	05/2001 - 10/2006
		Reason for leaving	Better opportunity

Description of Primary Duties: Unloading Deliveries, Stocking Shelves



**VIII. Business References** {a minimum of three references is required}

Name/Title Chris Baker	Address 10 Dartmouth Rd, Franklin, MA 02038	Phone 774-291-0669	Relationship Supervisor
Name/Title Kate Appel	Address 63 Rocco Dr, Blackstone, MA 01504	Phone 978-808-0538	Relationship Colleague
Name/Title Nick Cutone	Address 13 Senate Rd, Milford, MA 01757	Phone 617-283-8139	Relationship Colleague

**IX. Employment of Minors**

The Town of Millis is subject to certain child labor provisions regarding the employment of persons under the age of 18. Further, an Employment Permit or Educational Certificate may be required, depending on your age.

Are you under age 18? If yes, please indicate your age: Yes

**X. Medical Information**

All offers of employment are conditional upon the satisfactory completion of a pre-employment physical. Satisfactory fitness to perform the essential duties of the position is a condition of employment.

**XI. Pre-Employment Drug Testing**

Offers of employment may be conditional upon the satisfactory completion of a pre-employment drug test where required. Satisfactory completion of a required drug or alcohol test is a condition of employment as outlined in the Drug and Alcohol Testing Policy of the Town of Millis.

**XII. Signature**

CAREFULLY READ ALL PARTS OF THIS APPLICATION FORM BEFORE SIGNING.

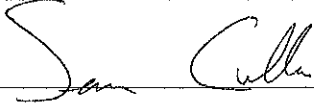
- A. I understand that acceptance of this application by the Town of Millis does not imply that I will be employed. (Exceptions to A is an employee filling out this application for promotional purposes only.)
- B. The information I have provided is true and complete. I understand that misrepresentation or omission of any fact in my application, resume, or in any other materials or as provided during interviews, can be justification for refusal or employment or can be justification for termination from employment, if employed.
- C. I understand that any offer of employment that I receive from the Town of Millis is contingent upon my successful completion of the pre-employment screening process including, but not limited to, the Town of Millis receiving satisfactory references, a satisfactory criminal history and Criminal Offender Record Inquiry, if required, satisfactory verification of a driver's license or certifications where required and satisfactory completion of any required post-offer, pre-employment drug test or physical examination.
- D. In processing my application for employment, the Town of Millis may verify all of the information provided by me concerning, among other things, my prior employment or military record, education, character, general reputation and personal characteristics.
- E. I authorize the Town to take whatever steps deemed necessary to obtain information regarding my qualifications for employment including contacting my present and former employers, by contacting individuals listed as business, educational or personal references, and by contacting other individuals to provide or further clarify information about me.
- ~~F. I hereby release my present and former employers and all individuals contacted for factual information about me from any and all liability for damages arising from furnishing the requested information.~~
- G. The Town will require a satisfactory CORI check, investigate my driving record or verify my license (s) or certification (s) as required for employment at any time during my employment. As a condition of employment, an employee may be required to provide additional or updated information especially if this employee has been on workers comp with another employer and may require both drug testing and an employment physical in order to allow us to have the necessary information for making a proper decision or reasonable accommodations.
- H. I understand that the Town of Millis is an at-will employer. If employed, I understand that my employment may be terminated with or without cause at any time unless there is an applicable bargaining unit contract provision.

My signature certifies that I have read and agree with the above statements and all statements contained in this application for employment.

Sean Cullen

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Applicant Name (Please print)



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Applicant Signature

1/27/2022

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Date

# SEAN F. CULLEN

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78 Donna Road, Holliston, MA 01746 • scully61148@gmail.com • mobile: (401) 692-9098

**Hard-working, motivated Corrections Officer focused on maintaining safety and security within prison systems. Extensively trained and experienced in crisis prevention and intervention.**

## **PROFESSIONAL EXPERIENCE**

*Massachusetts Department of Correction*

*2008 – Present*

### **Corrections Officer, Department Headquarters, Milford, Massachusetts**

Receive and triage calls from State Correction facilities, generating comprehensive reports for distribution.

Perform computer record searches; checked warrant status; confirmed and abstracted warrant information provided to field officers using CJIS and OpenFox Messenger.

Conduct routine building and perimeter security checks.

### **Corrections Officer, Cedar Junction, Walpole, Massachusetts**

Monitored inmate behavior to prevent crime and other dangerous behaviors.

Conducted security checks and monitored units for inmate wellbeing and inappropriate activity.

Implemented defensive tactics, using physical restraints to maintain the safety and security of inmates, personnel and general public.

Observed inmates during meals, visits, security watches, recreation and hospitalization.

Maintained logs of movements, events, materials & equipment used.

Maintained communication with other areas in the facility and pertinent personnel.

## **ADDITIONAL SKILLS**

CPR and First Aid certified

Taser Trained

Class A License to Carry

Behavioral Disorder familiarity

Microsoft Word, Excel & Outlook

Restraint and Defensive Tactics Trained

## **EDUCATION**

*Diploma, 2003, Woonsocket High School, Woonsocket, Rhode Island*

## **ADDITIONAL EXPERIENCE**

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*Lowe's Home Improvement*

*2005 – 2008*

**Receiver**

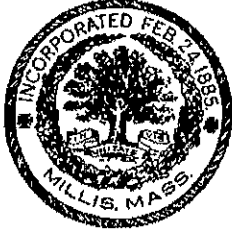
*Shaw's Supermarket*

*2001 – 2006*

**Receiver**

22-098

Appointment of (substitute) Library Assistant



# TOWN OF MILLIS

Board of Trustees  
Wendy Barry, Chair  
Jennifer White Farrar,  
Secretary  
Laura Satta

**The Millis Public Library**  
961 Main Street • Millis, MA 02054  
Phone: 508-376-8282 • Fax: 508-376-1278

Kimberly Tolson, Director  
*ktolson@millislib.net*

April 21, 2022

Subject: Appointment of On-Call (substitute) Library Assistant

Dear Mr. Chairperson,

The Town of Millis posted an opening for an On-Call Library Assistant at the Millis Public Library on February 1, 2022. We received six applications, which we reviewed. The Adult Services Coordinator and I interviewed Elizabeth Goodreau on March 31<sup>st</sup>.

Ms. Goodreau has experience working in multiple positions within the Circulation Department at the Framingham Public Library as well as a public-facing position at the Danforth Art Museum. She comes highly recommended by past supervisors. She is well-versed in public library operations and library technology and has ample customer service experience.

I believe Ms. Goodreau will be an excellent addition to the Library team and recommend to the Town Administrator her appointment to the position of On-Call Library Assistant.

Best,

Kim Tolson  
Library Director

22-099

Appointment of (temporary) DPW HEO/Laborer

# TOWN OF MILLIS



## DEPARTMENT OF PUBLIC WORKS

Veterans Memorial Building  
900 Main Street  
Millis, Massachusetts 02054

The Millis Department of Public Works is looking to fill the open Heavy Equipment/Laborer position for the Transfer Station. It has become very difficult to fill this positions the department is requesting that we fill it temporally with Mark Robbins. Mark is a Millis resident and has worked with the DPW as a seasonal snow plow driver and works at the transfer station as a senior property tax work program for the past 2-years. The position is non benefited and will be covered under the personal plan at \$23.74 which is the same as snow contractor day rate.

It is my recommendation that the Town Administrator appoint Mark Robbins to the position.

- Attached is the application of Mark Robbins, of 58 Walnut Street Millis, MA 02054.
- Mr. Robbins has the qualifications needed to perform the duties associated with the position.
- Mr. Robbins has completed all testing necessary for this position.

I have consulted with the AFSCME representative and he has agreed with this temporary position.

Sincerely,

James F. McKay  
Director Department of Public Works

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## TOWN OF MILLIS

### OFFICE OF THE BOARD OF SELECTMEN

Veterans Memorial Building  
900 Main Street • Millis, MA 02054  
Phone: 508-376-7040 • Fax: 508-376-7053

## APPLICATION FOR EMPLOYMENT

Position(s) Applied For		Date of Application	
Transfer Station Attendant		4-21-22	
Last Name	First Name	Middle Name	
ROBBINS	MARK	DAVID	
Address: Number	Street	City	State Zip
58	WALNUT ST.	MILLIS	MA 02054
Telephone Numbers:	Home	Cell	Email Address
	508-376-5868	508-440-6340	mclrobbins4ejuno.com

Are you under age 18?

☐ Yes ☒ No

Have you ever been employed by the Town of Millis before?

☒ Yes ☐ No

Are you legally authorized to work in the United States?

☒ Yes ☐ No

Are you available to work:

☐ Full-Time ☒ Part-Time ☐ Permanent

☒ Temporary

On what date would you be available for work?

SAT 4-23-22

Have you been convicted of a felony?

☐ Yes ☒ No

Have you been convicted of a misdemeanor within the past five years (other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace)?

☐ Yes ☒ No

## EDUCATION

	Name and Address	Course of Study	# Years	Degree
High School	Weir Sr. High	College Prep	4	Diploma
Undergraduate College	West VA. Univ.	Mech. Engrg.	5	BSME / CUM LAUDE
Graduate School				
Other (Specify)				



## EMPLOYMENT EXPERIENCE

Please start with your present or last job.

1. Employer	Pritchard Bros LLC	Work Performed	Aftermarket Business Development
Address	Baltimore MD		
Phone Number	410-483-5600		
Job Title	Aftermarket Bus. Dev. Mgr	Dates Employed	From JAN 2016 To Current
Reason for Leaving	Still Employed	Hourly Rate/Salary	Start \$75K SALARY + BONUS + COMMS + EXPENSES Finish
2. Employer	Cummins Northeast	Work Performed	Preventative MAINT.
Address	Dedham MA		
Phone Number	781-329-1750		
Job Title	P.M. Mgr.	Dates Employed	From July 2011 To Oct 2015
Reason for Leaving	Job for PB, LLC	Hourly Rate/Salary	Start \$75K SALARY + BONUS + COMMS + EXPENSES Finish
3. Employer	ASNE, New England	Work Performed	Generator Sales
Address	Marlboro MA		
Phone Number	888-890-9886		
Job Title	Generator Salesman	Dates Employed	From April 2009 To May 2011
Reason for Leaving	Job w/CNE	Hourly Rate/Salary	Start \$75K + BONUS Finish
4. Employer	Milton CAT	Work Performed	Product Support
Address	Milford MA		
Phone Number	508-634-5559		
Job Title	Product Support Sales Rep	Dates Employed	From Oct 2002 To Nov 2008
Reason for Leaving	Job w/ASNE	Hourly Rate/Salary	Start \$55K + BONUS Finish

### SPECIALIZED SKILLS

☒ Microsoft Word    ☒ Microsoft Outlook    ☒ Microsoft Excel    ☐ Microsoft PowerPoint  
☐ MUNIS    ☒ Adobe Acrobat    ☒ Internet Explorer    ☐ Other \_\_\_\_\_

Please summarize special job-related skills and qualifications acquired from employment or other experience or special licenses or certifications held.

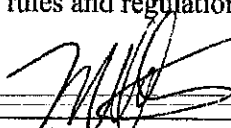
*Have worked @ the Transfer Station part-time for  
past couple of years*

Please share any additional information you feel may be helpful to us in considering your application.

*In-depth knowledge of staffing the transfer station, excluding  
"Container Runs"*

### APPLICANT STATEMENT

I certify that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an "at will" nature which means that the employee may resign at any time and the employer may discharge the employee at any time with or without cause. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of this organization. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I understand, also, that I am required to abide by all rules and regulations of the employer.

  
\_\_\_\_\_  
Signature of Applicant

*4-21-22*  
\_\_\_\_\_  
Date

22-100

Appointment of Cultural Council Member Edward Ginn

Hi Karen and Maureen -

Just following up if all is OK with the officer reappointments. Also, our new member, whom we voted in a few meetings ago, Edward Ginn, has still not been sworn in yet. He is cc'd here. Did the Select Board have a chance to confirm the appointment? If not, can this please be done, and when that is, can you please send him what he needs (his training) and also arrange for him to be sworn in when he completes the training.

Thank you!

Jen

APPOINTMENT OF EDWARD GINN  
TO MILLIS CULTURAL COUNCIL

On Tue, Mar 15, 2022 at 3:07 PM robert zammarchi visuals <[rob@zammarchi.com](mailto:rob@zammarchi.com)> wrote:

Ok, thanks. For the official record listed, my actual title will be "assistant secretary", instead of co-secretary.

On Mar 15, 2022, at 12:26 PM, Millis Cultural Council wrote:

Hi Karen -

In view of Laura Doherty stepping down as Secretary (I will remain as Chair and Melany Ferrimy will remain as Treasurer), the Millis Cultural Council would like to know if it can appoint Co-Secretaries.

If so, we'd like to appoint Amy Cohen and Robert Zammarchi as Co-Secretaries as we moved so to do, if possible per Town, at our meeting last Thursday.

Thank you!

Best regards,  
Jen Zarutskie, Chair

22-101

Request to Mow/Hay on Town Property 377 Village Street



# TOWN OF MILLIS

Dr. James A. Lederer, *Chair*  
Carol Hayes, *Vice Chair*  
Edward Chisholm  
Christine Gavin  
John Steadman  
Scott McPhee

## OFFICE OF THE CONSERVATION COMMISSION

900 Main Street • Millis, MA 02054

Phone: 508-376-7045

Fax: 508-376-7053

Camille Standley  
Administrative Assistant  
[cstandley@millisma.gov](mailto:cstandley@millisma.gov)

April 8, 2022

Jason Lobisser  
The Pumpkin Farm  
72 Milford, Street  
Medway, MA 02053  
(Via Email – [jflobisser@gmail.com](mailto:jflobisser@gmail.com))

Dear Mr. Lobisser:

Thank you for meeting with the Conservation Commission on Monday, April 4, 2022. This letter authorizes you to mow/hay the Conservation Commission properties listed below, free of charge to the Town of Millis, until further notice:

1. Village Street property
2. Dewey property (Exchange Street)
3. Bogastow Meadows (Cassidy Farm property) - Conservation Commission portion – upon coordination with Mr. Chiarizio of Tangerini's

As discussed, the haying and composting work will be performed mid to late May and then again early to mid-September. Regarding the Cassidy property, please coordinate with Mr. Stephen Chiarizio regarding availability. Mr. Chiarizio has been authorized to use the Commission's portion of Cassidy Farm for planting crops. Thank you very much for offering your services to the Town of Millis. It is truly appreciated.

Sincerely,  
Millis Conservation Commission

Dr. James Lederer, Chair

cc: J. McKay, M. Guzinski, Select Board, file  
Mowing & Haying J. Lobisser 4-8-2022.doc

22-102

Acceptance of Gift from Millis Youth Baseball and Softball

Granite Benches

## Maureen Canesi

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**From:** Mike <mikeleach3@hotmail.com>  
**Sent:** Wednesday, April 20, 2022 1:52 PM  
**To:** Karen Bouret DeMarzo  
**Cc:** Peter Berube; Jim McKay; Maureen Canesi  
**Subject:** Re: Playground baseball field

I will be there to speak on this (Michael Leach), what time should I be there and I figured I'd just give a quick rundown on what baseball and softball are doing at the instructional/playground field with a nod to the volunteers.

Stone curators out of millis will be donating 2 Gloucester quarried granite benches for the instructional field that have a total value of \$2000. These benches will be used on either side of the baseball Diamond to be used as team benches.

If there's any more info needed, I'll be happy to provide.

Thanks  
Mike Leach

Sent from my iPhone

On Apr 19, 2022, at 1:22 PM, Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov> wrote:

Hi All,

The acceptance of this gift is on the agenda for Monday night's Board meeting. Who will be coming to speak to this?

Do you have any additional information and/or specifics on the total amount?

Please send any and all info to Maureen. I will be out of the office after today until Monday morning.  
Thank you!!

*Karen Bouret DeMarzo*  
Operations Support Manager  
Town of Millis  
900 Main Street  
Millis, MA 02054  
508.376.7041

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**From:** Mike <[mikeleach3@hotmail.com](mailto:mikeleach3@hotmail.com)>  
**Sent:** Monday, April 11, 2022 9:17 AM  
**To:** Jim McKay <[jmckay@millisma.gov](mailto:jmckay@millisma.gov)>



**Cc:** Mike Guzinski <[mguzinski@millisma.gov](mailto:mguzinski@millisma.gov)>

**Subject:** Re: Playground baseball field

Thanks jim.

Baseball youth baseball and youth softball have spent a bunch of time getting the instructional field safe and playable. We have edged the whole field and removed some material. Additionally, we are bringing in about \$1k worth of clay that will make the fields suitable for both sports to play on them safely.

Stone Curators have offered to donate 2 granite benches that are 18-20" high from the Gloucester quarries. We were hoping to put them on each side of the Diamond to be used as benches so it looks great and minimal upkeep.

I was told from one of my board members that there's a select board meeting tonight and he's seeing if we can get on the agenda, if not we can wait till next week.

Thanks for your help,  
Mike Leach

Sent from my iPhone

On Apr 11, 2022, at 8:11 AM, Jim McKay <[jmckay@millisma.gov](mailto:jmckay@millisma.gov)> wrote:

Mike I would be in favor of this but a move like this would have to be approved by the select board what are your plans I believe they are meeting next Monday.

Let me know.

Jim

James F. McKay  
Director  
Department of Public Works  
900 Main Street  
Millis, MA 02054  
Tel: 508-376-5424  
Fax: 508-3762442  
[jmckay@millisma.gov](mailto:jmckay@millisma.gov)

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Disclaimer

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**From:** Mike Leach <[mikeleach3@hotmail.com](mailto:mikeleach3@hotmail.com)>

**Sent:** Monday, April 11, 2022 7:28 AM

**To:** Jim McKay <[jmckay@millisma.gov](mailto:jmckay@millisma.gov)>

**Subject:** Playground baseball field

Jim,

We are actively trying to get the instructional field (by the old playground) usable. We are hoping to add some granite pieces for benches.

Will we be able to do that? They're donated pieces from a stone mason. See below.

Thanks

Mike Leach

Millis Youth Baseball



Sent from my iPhone

## Karen Bouret DeMarzo

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**From:** Mike Guzinski  
**Sent:** Monday, April 11, 2022 11:09 AM  
**To:** Karen Bouret DeMarzo  
**Subject:** FW: Playground baseball field

FYI

**From:** Mike <mikeleach3@hotmail.com>  
**Sent:** Monday, April 11, 2022 9:17 AM  
**To:** Jim McKay <jmckay@millisma.gov>  
**Cc:** Mike Guzinski <mguzinski@millisma.gov>  
**Subject:** Re: Playground baseball field

Thanks jim.

Baseball youth baseball and youth softball have spent a bunch of time getting the instructional field safe and playable. We have edged the whole field and removed some material. Additionally, we are bringing in about \$1k worth of clay that will make the fields suitable for both sports to play on them safely.

Stone Curators have offered to donate 2 granite benches that are 18-20" high from the Gloucester quarries. We were hoping to put them on each side of the Diamond to be used as benches so it looks great and minimal upkeep.

I was told from one of my board members that there's a select board meeting tonight and he's seeing if we can get on the agenda, if not we can wait till next week.

Thanks for your help,  
Mike Leach

Sent from my iPhone

On Apr 11, 2022, at 8:11 AM, Jim McKay <[jmckay@millisma.gov](mailto:jmckay@millisma.gov)> wrote:

Mike I would be in favor of this but a move like this would have to be approved by the select board what are your plans I believe they are meeting next Monday.

Let me know.

Jim

James F. McKay  
Director  
Department of Public Works  
900 Main Street  
Millis, MA 02054  
Tel: 508-376-5424





Sent from my iPhone

22-103

Review/Approval of Regulatory Agreement for Gateway Project

## Karen Bouret DeMarzo

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**From:** Jay Talerman <jay@mtclawyers.com>  
**Sent:** Friday, April 8, 2022 1:31 PM  
**To:** Karen Bouret DeMarzo  
**Cc:** Mike Guzinski; Robert Weiss; pkoufopoul@aol.com  
**Subject:** RE: Gateway at Millis

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Karen: I approve this agreement as to form. Over the years, DHCD has evolved this form by including provisions that adequately protect a municipality.

Jay



Jason R. Talerman  
Mead, Talerman & Costa, LLC  
730 Main Street · Suite 1F · Millis, Massachusetts · 02054  
Phone 774.993.5000

[jay@mtclawyers.com](mailto:jay@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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If you have received the above transmittal in error, please delete the message and any attachment(s) hereto from your e-mail system and notify us immediately.

♻️ Think before you print.

**From:** Karen Bouret DeMarzo <Karen.Bouret.DeMarzo@millisma.gov>  
**Sent:** Wednesday, April 6, 2022 10:53 AM  
**To:** Jay Talerman <jay@mtclawyers.com>  
**Cc:** Mike Guzinski <mguzinski@millisma.gov>; Robert Weiss <rweiss@millisma.gov>; pkoufopoul@aol.com  
**Subject:** FW: Gateway at Millis

Hi Jay,

Please see the email trail below. Have you officially reviewed this agreement? I see that the Board needs to approve it but we would like your official approval first.

Thank you,  
Karen

*Karen Bouret DeMarzo*  
Operations Support Manager  
Town of Millis  
900 Main Street  
Millis, MA 02054  
508.376.7041

**REGULATORY AND USE AGREEMENT**  
[Comprehensive Permit Rental]

**LOCAL INITIATIVE PROGRAM**

This Regulatory and Use Agreement (this "Agreement") is made this \_\_\_\_ day of April, 2022 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the Town of Millis (the "Municipality"), and 232-248 Main Street, LLC, a Massachusetts LLC, having a mailing address at 99 Day Street Unit 1 ,Norwood, MA 02062, and its successors and assigns ("Developer").

**RECITALS**

WHEREAS, the Developer is constructing a housing development known as "Gateway at Millis" an approximately 2.08 -acre site located at 232-248 Main Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, DHCD has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has issued its Comprehensive Permit Guidelines (the "Guidelines") and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules"; and

WHEREAS, pursuant to the Act and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at the Regulations which establish the Local Initiative Program ("LIP"); and

WHEREAS, DHCD acts as Subsidizing Agency for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, said Board of Appeals issued a comprehensive permit for the Development by decision filed with the Municipality's Town Clerk on October, 26, 2021 which was recorded in the Norfolk County Registry of Deeds (the "Registry") in Book 40097, Page 39 ("the Comprehensive Permit"); and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 48 rental units, of which twenty five percent (25%) (i.e. 12 units) (the "Affordable Units") will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, DHCD has adopted the *Preparation of Cost Certification for 40B Rental Developments: Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities* (the "Cost Certification Guidance"), which shall govern the cost certification and limited dividend requirements for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the parties intend that this Agreement shall serve as a "Use Restriction" as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHCD, the Municipality and the Developer hereby agree as follows:

#### DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Accountant's Annual Determination shall have the meaning given such term in Section 7(f) hereof.

Accumulated Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Accumulated and Unpaid Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by DHCD, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.



Annual Excess Revenues shall have the meaning given such term in Section 7(e) hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5609 (or any successor regulations).

Area shall mean the Boston-Cambridge-Quincy Metropolitan Statistical Area (MSA)/County/HMFA as designated by the Department of Housing and Urban Development (“HUD”).

Area Median Income (“AMI”) shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low or Moderate Income Tenant, the Area Median Income shall be adjusted for family size.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development, if any.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan, if any.

Cost Certification shall have the meaning given such term in Section 21 hereof.

Current Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Developer's Equity shall be calculated according to the formulas outlined in Attachment C of the Cost Certification Guidance, using the Cost Method until the Cost Certification process is complete, and either the Cost Method or the Value Method, whichever results in the greater amount, thereafter. Developer's Equity shall be retroactively applied to the period from the start date (commencement of construction of the Development as evidenced by issuance of the first building permit) until Substantial Completion (the “Construction Period”). For the Construction Period, Developer's Equity shall mean the average of costs expended by the Developer on the Development during the period in question, based on a review of Developer's financial reports by an independent accounting firm. By way of example only, if on the first day of construction the Developer's costs are \$10,000,000 (all attributable to land acquisition costs), and one year later the Developer's costs are \$20,000,000 (half attributable to land acquisition costs, half attributable to construction costs), then the Developer's Equity for that year of construction would be the average of those two amounts of \$15,000,000. The Developer's Equity for the construction period shall be appropriately prorated for any partial year during such period.

Developer Parties shall have the meaning given such term in Section 7(b) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues shall have the meaning given such term in Section 7(b) hereof..

Distribution Payments shall have the meaning given such term in Section 7(b) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement existing after the expiration of any applicable notice and cure periods.

Excess Revenues Account shall mean the account established under Section 7(e) hereof.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development or to Low or Moderate Income Tenants.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Low or Moderate Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area, and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit.

Low or Moderate Income Tenants shall mean Low or Moderate Income Persons or Families who occupy the Affordable Units.

Maximum Annual Distributable Amounts shall have the meaning given such term in Section 7(c) hereof.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage, if any.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns, if any.

Permanent Loan shall mean the Permanent Loan which may be made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof, if any.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, if any.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 21 hereof.

Surety shall have the meaning given such term in Section 22 hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by DHCD, with such changes thereto provided that any substantive changes have been approved by the DHCD.

Term shall have the meaning set forth in Section 24 hereof.

## CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Municipality (the “Plans and Specifications”) and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit. All Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

(c) Unless the same shall be modified by a change to the Comprehensive Permit approved by the Board of Appeals for the Municipality, the bedroom mix for the Development shall be as follows:

3 of the Affordable Units shall be one bedroom units;  
6 of the Affordable Units shall be two bedroom units; and  
3 of the Affordable Units shall be three bedroom units.

All Affordable Units to be occupied by families must contain two or more bedrooms. Affordable Units must have the following minimum areas:

one bedroom units - 700 square feet  
two bedroom units - 900 square feet  
three bedroom units - 1200 square feet

### USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low or Moderate Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, Developer will accept referrals of tenants from the Public Housing Authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, DHCD shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI, adjusted for household size, assuming that household size shall be equal to the number of bedrooms in the Affordable Unit plus one. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto. Thereafter, the Developer shall annually submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that such review rights shall be with respect to the maximum rents for all the Affordable Units, and not with respect to the rents that may be paid by individual tenants in any given unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without DHCD's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants. If an annual request for a new schedule of rents for the Affordable Units as set forth above is based on a change in the AMI figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Affordable Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Affordable Units to reflect an increase in the AMI published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to subsections 3 (h) and (i) below; if the Municipality and DHCD approve such rent increase in accordance with this subsection (e), the Rental Schedule attached as Appendix A hereto shall be deemed to be modified accordingly.

(f) Developer shall obtain income certifications satisfactory in form and manner to DHCD at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to DHCD and the Municipality upon request.

(g) Throughout the term of this Agreement, the Municipality shall annually certify in writing to DHCD that each of the Affordable Units continues to be an Affordable Unit as provided in Section 2(c), above; and that the Development and the Affordable Units have been maintained in a manner consistent with the Comprehensive Permit and this Agreement.

(h) Prior to marketing or otherwise making available for rental any of the units in the Development, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for DHCD's approval. At a minimum the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time to comply with the requirements of fair housing laws. The AFHM Plan, upon approval by DHCD, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement. At the option of the Municipality, and provided that the AFHM Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or

ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the AFHM Plan may also include a preference for local residents for up to seventy percent (70%) of the Affordable Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the AFHM Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the AFHM Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the AFHM Plan which are set forth as responsibilities of the Municipality in the AFHM Plan. If the Chief Executive Office of the Municipality fails to approve the tenant selection and local preference (if any) aspects of the AFHM Plan for the Affordable Units above within thirty (30) days of the Municipality's receipt thereof, the Municipality shall be deemed to have approved those aspects of the AFHM Plan. In addition, if the Development is located in the Boston-Cambridge-Quincy MSA/HMFA/County, Developer must list all Affordable Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center). The Developer agrees to maintain for at least five years following the initial lease-up of the Development a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts as described in the AFHM Plan as approved by DHCD which may be inspected at any time by DHCD.

(i) The AFHM Plan shall designate entities to implement the plan who are qualified to perform their duties. DHCD may require that another entity be found if DHCD finds that the entity designated by the Developer is not qualified. Moreover, DHCD may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

(j) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as DHCD shall require.

## **TENANT SELECTION AND OCCUPANCY**

4. Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and the Local Initiative Program. The Developer

shall enter into a lease with each tenant for a minimum term of one year. The lease shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Developer, the Municipality, or DHCD; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Developer, the Municipality, or DHCD may direct, but at least annually, he or she will furnish to Developer certification of then current family income, with such documentation as the Municipality or DHCD shall reasonably require; and agrees to such charges as the Municipality or DHCD has previously approved for any facilities and/or services which may be furnished by Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

6. Omitted

#### **LIMITED DIVIDENDS**

7. (a) The Developer covenants and agrees that Distribution Payments made in any fiscal year of the Development shall not exceed the Maximum Annual Distributable Amounts for such fiscal year. No Distribution Payments may be made if an Event of Default has occurred, which shall include but not be limited to failure to maintain the Development in good physical condition in accordance with Section 8 hereof.

(b) For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from revenues, income and other receipts of the Development, not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer (herein called "Development Revenues") which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and provide such services on an arms-length basis.

(c) For the purposes hereof, the "Maximum Annual Distributable Amounts" for any particular fiscal year shall be defined and determined as follows: the sum of

(i) an amount equal to ten percent (10%) of the “Developer’s Equity” for such fiscal year, subject to adjustment as provided in (d) below (the “Current Distribution Amounts”); plus

(ii) the amount of all Accumulated and Unpaid Distributions calculated as of the first day of such fiscal year.

In no event shall the total Maximum Annual Distributable Amounts actually distributed for any given year exceed total funds available for distribution after all current and owed-to-date expenses have been paid and reserves, then due and owing, have been funded.

“Accumulated and Unpaid Distribution Amounts” shall be the aggregate of the Current Distribution Amounts calculated for all prior fiscal years less the Distribution Payments (“Accumulated Distribution Amounts”) calculated for each such fiscal year together with simple interest (“Accrued Interest”) resulting from such calculation in all prior years computed at five percent (5%) per annum. For the purposes of this calculation, it is assumed any amounts available for distribution in any year shall be fully disbursed.

(d) When using the Value-Based Approach, the Developer’s Equity may be adjusted not more than once in any five year period with the first five - year period commencing with the first fiscal year of the Development. Any adjustments shall be made only upon the written request of the Developer and, unless the Developer is otherwise directed by DHCD, shall be based upon an appraisal commissioned by (and naming as a client) DHCD and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by DHCD. The appraiser shall submit a Self-Contained Appraisal Report to DHCD in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall be based on the so-called “investment value” methodology, using assumptions subject to the reasonable approval of DHCD.

Upon completion of an appraisal as provided above, the Developer’s Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer’s Equity shall be the Developer’s Equity commencing with the first day of the month following the date of such appraisal and stay in effect until a subsequent adjustment.

(e) If at the end of any fiscal year, any Development Revenues for such fiscal year shall remain and are in excess of the Maximum Annual Distributable Amounts for such fiscal year, such amount (the “Annual Excess Revenues”) , other than those which may be required by any Lender to remain at the Development as a reserve to pay the expenses of the Development, shall be deposited in an escrow account with the Lender (or if the Loan is paid off, in an escrow account to be established to the satisfaction of DHCD) designated as the “Excess Revenues Account.” No distributions may be made to the Developer from the Excess Revenues Account except those permitted pursuant to this Section (e) with the prior written consent of DHCD.



Upon Developer's request, amounts may also be withdrawn from the Excess Revenues Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development (the "Replacement Reserve") which may be held by a lending institution reasonably acceptable to DHCD and which reserves may be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of Developer for Development expenses, provided that Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the DHCD) and shall have supplied the applicable Lender (or DHCD) with such evidence as the applicable Lender (or DHCD, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by DHCD) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii), (iii) and (v) above by the Developer shall be subject to the prior written approval of DHCD, which approval shall not be unreasonably withheld or delayed; it being agreed by DHCD that if the Developer can demonstrate that its proposed operating expenditures, capital expenditures and reserves are substantially consistent with those made for comparable developments in the Commonwealth of Massachusetts, DHCD shall approve such request. Further, in no event shall such review or approval be required by DHCD to the extent any such capital expenditures or reserves are mandated by Lender.

Further, DHCD agrees that it shall not unreasonably withhold or delay its consent to release of any amounts held in the Excess Revenues Account, upon the written request of the Developer that:

- (i) provide a direct and material benefit to Low or Moderate Tenants; or
- (ii) reduce rentals to Low or Moderate Tenants.

In the event that DHCD's approval is requested pursuant to this Section 7(e) for expenditures out of the Excess Revenues Account, and DHCD fails to respond within thirty (30) days of DHCD receipt thereof, then DHCD shall be deemed to have approved the request, and DHCD shall have no further rights to object to, or place conditions upon, the same.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of Accumulated and Unpaid Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by DHCD as

provided herein, or as otherwise directed by DHCD. Upon the expiration of the "Limited Dividend Term" as that term is defined in Section 24(b) hereof, any balance remaining in the Excess Revenues Account shall be contributed by the Developer to the Replacement Reserve held for the Development if deemed necessary by DHCD, and otherwise shall be paid to the Developer.

(f) The Developer shall provide DHCD for each fiscal year with a copy of its audited financial statements, and provide the DHCD with a certificate from the independent certified public accountant (the "CPA") who prepared such reports which certifies as to their determination (the "Accountant's Annual Determination") of the following for such fiscal year, based on the terms and conditions hereof:

- (i) Accumulated Distribution Amounts;
- (ii) Current Distribution Amounts;
- (iii) Maximum Annual Distributable Amounts;
- (iv) Annual Excess Revenues;
- (v) Accumulated and Unpaid Distribution Amounts (including a calculation of Accumulated Distribution Amounts and Accrued Interest); and
- (vi) Development Revenues.

Such Accountant's Annual Determination shall be accompanied by a form completed by the CPA and by a Certificate of Developer in forms as reasonably required by DHCD certifying under penalties of perjury as to the matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who made such Accountant's Annual Determination, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Accountant's Annual Determination, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Accountant's Annual Determination and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Accountant's Annual Determination and believes that such determination is an appropriate representation of the Development.

(g) DHCD shall have sixty (60) days after the delivery of the Accountant's Annual Determination to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If DHCD does not object to it or request additional information with respect to it, it shall have been deemed accepted by the DHCD. If DHCD shall request additional information, then the Developer shall provide DHCD with such additional information as promptly as possible and

DHCD shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Accountant's Annual Determination. If no such objections are made within such thirty day (30) period, the Accountant's Annual Determination shall be deemed accepted by DHCD. Prior to acceptance of the Accountant's Annual Determination, DHCD shall deliver a copy of the Accountant's Annual Determination to the Municipality with DHCD's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to DHCD, which request shall not be unreasonably withheld. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Accountant's Annual Determination as provided above.

To the extent that DHCD shall raise any objections to such Accountant's Annual Determination as provided above, then the Developer and DHCD shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then DHCD may enforce the provisions under this Section by the exercise of any remedies it may have under this Agreement.

(h) If upon the approval of an Accountant's Annual Determination as provided above, such Accountant's Annual Determination shall show that the Distribution Payments for such fiscal year shall be in excess of the Maximum Annual Distributable Amounts for such fiscal year, then upon thirty (30) days written notice from DHCD, the Developer shall cause such excess to be deposited in the Excess Revenue Account from sources other than Development Revenues to the extent not otherwise required by Lender to remain with the Development as provided in subsection (e) above.

If such Accountant's Annual Determination as approved shall show that there are Annual Excess Revenues for such fiscal year which have not been distributed, such amounts shall be applied as provided in subsection (e) above within thirty (30) days after the approval of the Accountant's Annual Determination as set forth in subsection (g) above.

(i) Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Developer's Equity.

**(j) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall (unless otherwise limited by DHCD) be limited to no more than that amount resulting from the calculation in Attachment B, Step 3 ("Calculation of Maximum Allowable 40B Developer Fee and Overhead") of the Cost Certification Guidance (the "Maximum Allowable Developer Fee"). The Maximum Allowable Developer Fee shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The**

**Developer shall comply with the requirements of Section 21 below regarding Cost Certification in accordance with the requirements of 760 CMR 56.04(8) (e), in the event that DHCD determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 21 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by DHCD as provided herein.**

(k) The Municipality agrees that upon the receipt by the Municipality of any cash available for distribution pursuant to subsection (e) above or upon the receipt of any Excess Distributions pursuant to subsection (j) above, the Municipality shall deposit any and all such monies into an affordable housing fund, if one exists in the Municipality, and otherwise into a fund established pursuant to G.L. c.44 §53A (collectively, an "Affordable Housing Fund") to be used by the Municipality for the purpose of reducing the cost to persons or families of low or moderate income to rent or purchase housing in the Municipality, or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing in the Municipality for persons and families of low and moderate income. The expenditure of funds from the Affordable Housing Fund shall be reported on an annual basis to DHCD.

#### **MANAGEMENT OF THE DEVELOPMENT**

8. Developer shall maintain the Development in good physical condition in accordance with DHCD's requirements and standards and the requirements and standards of the Lender ordinary wear and tear and casualty excepted. Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, DHCD shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, DHCD has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

#### **CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS**

9. (a) Except for rental of Units to Low or Moderate Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Development or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of DHCD and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a

certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer in writing within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Development is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide DHCD and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Development or any party of the Development.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation,

any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Development to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Development by deed in lieu of foreclosure), subject, however to the provisions of Section 25 hereof.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Omitted.

#### **BOOKS AND RECORDS**

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by DHCD from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of DHCD or the Municipality. Failure to keep such books and accounts and/or make them available to the DHCD or the Municipality will be an Event of Default hereunder if such failure is not cured to the satisfaction of the DHCD within thirty (30) days after the giving of notice to the Developer. The Developer agrees to comply and to cause the Development to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders.

12. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish DHCD with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of DHCD which include: (i) financial statements submitted in a format acceptable to DHCD; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by DHCD.

## **FINANCIAL STATEMENTS AND OCCUPANCY REPORTS**

13. At the request of DHCD or the Municipality, Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development as it pertains to the Developer's compliance with the requirements of this Agreement.

## **NO CHANGE OF DEVELOPMENT'S USE**

14. Except to the extent permitted in connection with a change to the Comprehensive Permit approved in accordance with the Regulations or as set forth in Section 28 below, Developer shall not, without prior written approval of DHCD and the Municipality and an amendment to the Agreement, change the type or number of Affordable Units. Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

## **NO DISCRIMINATION**

15. (a) There shall be no discrimination upon the basis of race, color, creed, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, or marital status or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age, familial status, or any other basis prohibited by law and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Municipality or DHCD to take any corrective action it may deem necessary.

## DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement by the Developer is not cured to the satisfaction of the DHCD within thirty (30) days after the giving of notice to the Developer as provided herein, then at DHCD's option, and without further notice, the DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. If any default, violation, or breach of any provision of this Agreement by the Municipality is not cured to the satisfaction of DHCD within thirty (30) days after the giving of notice to the Municipality as provided herein, then DHCD may either terminate this Agreement or may apply to any state or federal court for specific performance of this Agreement, or may exercise any other remedy at law or in equity or take any other action as may be necessary to correct noncompliance with this Agreement. The thirty (30) day cure periods set forth in this paragraph shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as the case may be, is diligently prosecuting such a cure.

(b) If DHCD elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall from the date of such termination be determined solely by DHCD according to the rules and regulations then in effect.

(c) In the event DHCD brings an action to enforce this Restriction and prevails in any such action, DHCD shall be entitled to recover from the Developer all of DHCD's reasonable costs of an action for such enforcement of this Restriction, including reasonable attorneys' fees.

(d) The Developer hereby grants to DHCD or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

## MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. DHCD intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay DHCD fees for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to DHCD a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security interest with respect thereto.

18. DHCD shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. In carrying out its obligations as a Monitoring Agent, the third party shall apply and adhere to the standards and policies of DHCD related to the administrative responsibilities of Subsidizing



Agencies. DHCD shall notify the Developer and the Municipality in the event DHCD engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by DHCD, payable within thirty (30) days of the end of each fiscal year of the Developer during the Limited Dividend Term as defined in Section 24(b) below, but not in excess of the amounts as shown on Appendix D hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as DHCD under this Agreement, and shall act on behalf of DHCD hereunder, to the extent that DHCD delegates its rights and duties by written agreement with the Monitoring Agent.

19. The Municipality shall have the right to engage a third party (the “Affordability Monitoring Agent”) to monitor compliance with all or a portion of the ongoing affordability requirements of this Agreement which Municipality is responsible for overseeing hereunder. In carrying out its obligations as an Affordability Monitoring Agent, the third party shall apply and adhere to the standards and policies of DHCD related to the administrative responsibilities of Subsidizing Agencies. The Municipality shall notify the Developer and DHCD in the event the Municipality engages an Affordability Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Affordability Monitoring Agent an annual monitoring fee in an amount reasonably agreed upon by the Municipality and the Developer, payable within thirty (30) days of the end of each fiscal year of the Developer; and (ii) the Developer hereby agrees that the Affordability Monitoring Agent shall have the same rights, and be owed the same duties, as the Municipality under this Agreement, and shall act on behalf of the Municipality hereunder, to the extent that the Municipality delegates its rights and duties by written agreement with the Affordability Monitoring Agent.

#### CONSTRUCTION AND FINAL COST CERTIFICATION

20. The Developer shall provide to the Municipality evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

21. Upon Substantial Completion, the Developer shall provide the Municipality with a certificate of the architect for the Development in the form of a “Certificate of Substantial Completion” (AIA Form G704) or such other form of completion certificate acceptable to the Municipality.

In addition, within ninety (90) days after Substantial Completion, the Developer shall provide DHCD with its Cost Certification for the Development.

As used herein, the term “Substantial Completion” shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

For the purposes hereof the term "Cost Certification" shall mean the determination by the DHCD of the aggregate amount of all Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date in the format provided in the Cost Certification Guidance (the "Cost Examination"). The Cost Certification must be examined in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner's and/or general contractor's certificate, as provided in the Cost Certification Guidance, executed by the Developer and/or general contractor under penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. "Allowable Development Costs" shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

Prior to acceptance of the Cost Certification, DHCD shall deliver a copy of the Cost Certification to the Municipality with DHCD's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. Such thirty (30) day period may be extended upon the written request of the Municipality to DHCD, which request shall not be unreasonably withheld. DHCD will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Cost Certification as provided in Section (g) above.

22. In order to ensure that the Developer shall complete the Cost Certification as required by Section 21 hereof, the Developer has provided DHCD herewith adequate financial surety (the "Surety") provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by DHCD. If DHCD shall determine that the Developer has failed in its obligation to provide Cost Certification as described above, DHCD may draw on such Surety in order to pay the costs of completing Cost Certification.

23. Omitted.

## TERM

24. (a) This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns, in perpetuity, except as provided in Section 24(b) below, (the "Term"). Upon expiration of the Term, this Agreement and the rights and obligations of the parties hereunder shall automatically terminate without the need of any party executing any additional document.

(b) Notwithstanding subsection (a) above, the provisions of Section 7(a)-(i) herein ("Limited Dividends") shall bind, and the benefits shall inure to, respectively, Developer

and its successors and assigns, and DHCD and its successors and assigns, and the Municipality and its successors and assigns until the date which is fifteen (15) years from the date of this Agreement (the "Limited Dividend Term").

### **LENDER FORECLOSURE**

25. The rights and restrictions contained in this Agreement shall not lapse if the Development is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Development.

### **INDEMNIFICATION/LIMITATION ON LIABILITY**

26. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless DHCD and the Municipality against all damages, costs and liabilities, including reasonable attorney's fees, asserted against DHCD or the Municipality by reason of its relationship to the Development under this Agreement to the extent the same is attributable to the acts or omissions of the Developer and does not involve the negligent acts or omissions of DHCD or the Municipality.

27. DHCD and the Municipality shall not be held liable for any action taken or omitted under this Agreement so long as they shall have acted in good faith and without gross negligence.

28. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by the Developer hereunder, DHCD will look solely to the Developer's interest in the Development for the satisfaction of any judgment against the Developer or for the performance of any obligation of the Developer hereunder. Further, no officer, partner, manager, member, agent or employee shall have any personal liability hereunder.

### **CASUALTY**

29. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by Developer, Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

## **DEVELOPER'S REPRESENTATIONS AND WARRANTIES**

30. The Developer hereby represents and warrants as follows:

(a) The Developer (i) is a limited liability company, qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the Construction Loan, or other encumbrances permitted by DHCD).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

## **MISCELLANEOUS CONTRACT PROVISIONS**

31. This Agreement may not be modified or amended except with the written consent of DHCD or its successors and assigns, the Municipality or its successor and assigns, and Developer or its successors and assigns.

32. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

33. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

34. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

35. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

36. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of DHCD, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

### **NOTICES**

37. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

232-248 Main Street, LLC 99 Day Street Unit 1,  
Norwood, MA 02062  
Attention: Phillip Eramo

If to DHCD:

Department of Housing and Community Development  
100 Cambridge St., Suite 300  
Boston, MA 02114  
Attention: Director of Local Initiative Program  
Fax: 617-573-1330

If to the Municipality:

Zoning Board of Appeals  
Town of Millis  
900 Main Street  
Millis, MA 02054  
Attention: Chairperson  
Fax: \_\_\_\_\_

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

#### **RECORDING**

38. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

#### **GOVERNING LAW**

39. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

## **DELEGATION BY DHCD**

40. DHCD may delegate its compliance and enforcement obligations under this Agreement to a third party, if the third party meets standards established by DHCD, by providing written notice of such delegation to the Developer and the Municipality. In carrying out the compliance and enforcement obligations of DHCD under this Agreement, such third party shall apply and adhere to the pertinent standards of DHCD.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

### **DEVELOPER:**

**232-248 Main Street LLC**

By: \_\_\_\_\_

By: **Phillip Eramo**  
    **Its Managing Member**

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT, AS  
SUBSIDIZING AGENCY AS AFORESAID**

By: \_\_\_\_\_  
    Its:

### **MUNICIPALITY:**

**TOWN OF MILLIS**

By: \_\_\_\_\_  
    Its:

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### **Attachments:**

Exhibit A – Legal Description  
Appendix A – Rent Schedule  
Appendix B – Fees Payable to DHCD

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Print Name:  
My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_,ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as the \_\_\_\_\_ for the Town of Millis, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

Print Name:

My Commission Expires:

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

The land in Millis, Norfolk County, Massachusetts, with the buildings situated in said Millis, containing 90,466 square feet of land and being bounded and described as follows:

**WESTERLY:** by Larch Road, (formerly Wight) two hundred twenty-five (225) feet;

**NORTHWESTERLY:** by a curved line measuring forty-one and 36/100 (41.36) feet;

**NORTHERLY:** by Main Street, two hundred seventy-one and 65/100 (271.65) feet;

**NORTHEASTERLY:** by a curved line measuring thirty-seven and 31/100 (37.31) feet;

**EASTERLY:** by Dwight Street, two hundred thirteen and 90/100 (213.90) feet;

**SOUTHERLY:** by land now or formerly of Tresca Brothers Sand and Gravel, Inc. five hundred twenty-four and 14/100 (524.14) feet.

Said parcel is shown as Lots 1, 2, and 3 as shown on a plan entitled "PLAN OF LAND IN MILLIS, MA" Scale 1"=20' Date June 12, 2005 Merrikin Engineering Co., Consulting Engineers 2 Milliston Road, Suite 1C Millis MA and recorded with Norfolk County Registry of Deeds as Plan No. 30 of 2012 in Plan Book 613

**APPENDIX A**  
**RENT SCHEDULE (INITIAL)**

Re: Gateway at Millis\_  
(Development name)  
Millis , MA  
(City/Town)  
232-248 Main Street, LLC\_  
(Developer)

**Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units**

	<u>Rents</u>	<u>Utility Allowances</u>
Studio Units	\$ <u>NA</u>	\$ <u>NA</u>
One-bedroom Units	\$2,021	\$ <u>0</u>
Two-bedroom Units	\$2,273	\$ <u>0</u>
Three-bedroom Units	\$2,526	\$ <u>0</u>
Four-bedroom Units	\$ <u>NA</u>	\$ <u>NA</u>

## **APPENDIX B**

### **FEES PAYABLE TO DHCD**

During the term of this Agreement, the Developer shall pay to DHCD a Monitoring Fee of \$30.00 per month for each Affordable Unit (12 units) with a maximum annual fee of \$4,000.00. The Developer shall make each such payment to DHCD within ten (10) days of the end of the calendar year.

22-104

Presentation of (2) Citizens Petition Articles on 5/2 Annual Town Meeting Warrant

22-105


Review/Discuss/Assign 5/2 Annual Town Meeting Warrant Articles



# TOWN OF MILLIS

**TO:** Select Board

**CC:** Karen Bouret DeMarzo, Operations Support Manager  
Carol Johnston, Finance Director

**FROM:** Michael Guzinski, Town Administrator 

**DATE:** April 21, 2022

**RE: Spring Annual Town Meeting Motions for Review, Recommendation, and Assignment**

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Greetings,

I've enclosed in your packet the final Spring Annual Town Meeting Warrant which was approved at your last meeting, and which has been posted by the Constable, as required by law. I've also included the updated ATM motions which are based upon the votes recently taken by the Finance Committee (see attached spreadsheet).

At this meeting the Board may choose to take votes to recommend or not recommend the articles on the warrant. I do recommend that you assign specific warrant articles to individual board members, so that you know who will be speaking to articles if there're are specific questions for the Board. The Board has traditionally taken this action prior to every ATM.

You will note from the attached spreadsheet that the Finance Committee recently voted to dismiss articles 25 and 26 due to lack of funds. The Finance Committee also voted to dismiss the two petition articles (27 & 28). There are two articles for which the Finance Committee has decided to defer their recommendation (Articles 2 & 10). Article 2 (FY22 Budgetary Transfers) is still being finalized by the Finance Director and I. It will be forwarded to you on Monday, and may be voted upon by the Finance Committee at their meeting on May 27<sup>th</sup>. Article 10 will be reviewed by the Community Preservation Committee at their meeting on April 28<sup>th</sup>, at which time they will determine if they will support funding of this article.

The Finance Director and I plan on discussing these matters in detail at your meeting on Monday.

Please let me know if you have any questions in regards to these important matters.

Thank you.

Town of Millis

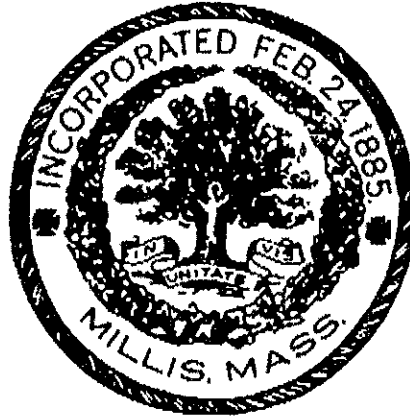
May 2022 Annual Town Meeting Article List

Article #	Description	Revised Presenter	Synopsis	Recommendation	Amount	FUNDING SOURCE									
						Free Cash	Water	Sewer	Stormwater	Taxation	Borrowing	Ambulance	CPOSR	Other	Marijuana
1	Unpaid Bills	Jim Borgman		approve	\$ 3,464.51	\$ 3,427.19	18.66	18.66							
2	FY22 Additional Wages and Expenses	Peter Underhill		RATM											
3	FY23 Operating Budget	Peter Berube		approve	\$ 39,781,035.00	\$375,899.00	\$ 302,204.00	\$ 247,258.00	\$161,274.00	\$ 37,801,118.00		\$412,234.00		\$177,599.00	\$303,449.00
4	Contract Ratifications	Sara Reyes	received	approve	\$ 115,000.00	\$100,000.00	\$ 6,400.00	\$ 5,100.00	\$ 3,500.00						
5	Sewer Enterprise Fund	Jodie Garzon		approve	\$ 1,766,855.00			\$1,766,855.00							
6	Water Enterprise Fund	Jodie Garzon		approve	\$ 2,494,228.00		\$2,494,228.00								
7	Stormwater Enterprise Fund	Jodie Garzon		approve	\$ 630,273.00				\$630,273.00						
8	Consent Agenda	John Steadman	received	approve											
9	Comm Pres - Pickleball Soundproofing	Jonathan Loer		approve	\$ 21,035.16								\$21,035.16		
10	Comm Pres Town Owned Prop Inventory	John Steadman	received	RATM											
11	Comm Pres Oak Grove Farm Trail Improvement	John Steadman	received	approve	\$ 16,900.00								\$16,900.00		
12	FY23 Recertification Process (BOA)	Sara Reyes	received	approve	\$ 17,800.00	\$ 17,800.00									
13	Capital Items:	Peter Berube		approve	\$ 264,095.00	\$169,209.00	\$ 31,629.00	\$ 31,629.00	\$ 31,628.00						
	Public Safety radio console update				\$ 112,580.00										
	public Safety radio backup generators				\$ 25,000.00										
	DPW Chevy Silverado with Plow				\$ 54,416.00										
	DPW Skid Steer				\$ 52,699.00										
	DPW Message Board				\$ 19,400.00										
14	PFAS Water Treatment Bonding Amendment	Cathy MacInnes	received	approve	\$ 500,000.00						\$500,000.00				
15	Design and Construction of Sidewalks and Roads	Jodie Garzon	received	approve	\$ 160,000.00	\$160,000.00									
16	Tree Removal/Maintenance	Cathy MacInnes	received	approve	\$ 50,000.00	\$ 50,000.00									
17	New Computer Lease - Year One	Sara Reyes		approve	\$ 69,900.00					\$ 69,900.00					
18	New Police Cruiser (2) Lease - Year One	Sara Reyes	received	approve	\$ 104,000.00					\$ 104,000.00					
19	General Bylaw - Powers and Duties Town Admin	Peter Underhill	received	approve	\$ -										
20	Charter Amend - Change Town Clerk to Appointed	Peter Underhill	received	approve	\$ -										
21	Zoning Bylaw - Amend Associate Planning Brd Member	Cathy MacInnes	received	approve	\$ -										
22	Zoning Bylaw - Add I-P-2 District to Tables 2 & 3	Cathy MacInnes	received	approve	\$ -										
23	Auth for Consolidated Town Facilities Maintenance	Jim Borgman		approve											
24	Unemployment Insurance	Jonathan Loer		approve	\$ 10,275.00	\$ 10,275.00									
25	OPEB Fund	Jonathan Loer	received	Dismiss											
26	Stabilization Fund	Jim Borgman	received	Dismiss											
27	Petition Article	Peter Berube		Dismiss	\$ -										
28	Petition Article	Peter Berube		Dismiss	\$ -										
	Totals				\$ 46,004,860.67	\$886,610.19	\$2,834,479.66	\$2,050,860.66	\$826,675.00	\$ 37,975,018.00	\$500,000.00	\$412,234.00	\$37,935.16	\$177,599.00	\$303,449.00

Jonathan Loer 3  
Peter Berube 4  
Sara Reyes 4  
Cathy MacInnes 4  
John Steadman 3  
Joyce Boiardi 0  
Peter Underhill 3  
Jim Borgman 3  
Jodie Garzon 4

28





## **SPRING 2022 TOWN MEETING MOTION LIST**

1. Unpaid Bills
2. FY22 Additional Wages and Expenses
3. FY23 Operating Budget
4. SEIU #888, Firefighters Local #4704, AFSCME Council 93 Local #1301 Contract Ratifications
5. Sewer Enterprise Fund
6. Water Enterprise Fund
7. Stormwater Enterprise Fund
8. Consent Agenda:
  - Amendments to Personnel Plan
  - Board of Health Appointing Authority
  - Revolving Funds
  - Community Preservation Fund
9. Community Preservation Open Space/Recreation Reserve Fund – Soundproofing for Pickleball/Tennis Courts

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10. Community Preservation Open Space/Recreation Reserve Fund – Town-Owned Properties Inventory and Management Plan
11. Community Preservation Open Space/Recreation Reserve Fund – Oak Grove Farm Trail Improvement Project
12. FY23 Recertification Process (BOA) - for remaining \$17,800
13. Capital Items

14. PFAS Water Treatment Bonding Amendment
15. Design and Construction of Sidewalks and Roads
16. Tree Removal/Maintenance
17. New Computer Lease for Schools – Year One
18. New Police Cruiser Lease – Year One
19. General Bylaw – Powers and Duties of the Town Administrator
20. Charter Amendment – Change Town Clerk from Elected to Appointed
21. Zoning Bylaws Amendment – Amendment to Associate Planning Board Member
22. Zoning Bylaws Amendment – Add I-P-2 District to Tables 2 & 3
23. Acceptance of MGL Ch. 71 Section 37M Authorization for Consolidated Town wide Facilities Maintenance
24. Unemployment Insurance
25. OPEB Fund
26. Stabilization Fund
27. Petition Article
28. Petition Article

## ARTICLE 1. MOTION

I move that the Town vote to transfer from Free Cash the sum of **\$3,427.19**, and transfer from **Water Enterprise Reserves** the sum of **\$18.66**, and transfer from **Sewer Enterprise Reserves** the sum of **\$18.66**, for a total sum of **\$3,464.51** to pay the following **unpaid bills** incurred by Town departments from the previous fiscal year.

COA/BOH	WB Mason	\$399.96
COA/BOH	WB Mason	\$599.94
COA/BOH	WB Mason	\$919.98
COA/BOH	WB Mason	\$199.98
COA/BOH	WB Mason	\$199.98
COA/BOH	WB Mason	\$399.96
Building	Timothy Costello	\$100.00
DPW	WB Mason	\$18.66
BOH	Biscom	\$33.48
Fire	Comcast	\$555.25
DPW/WE	WB Mason	\$18.66
DPW/SE	WB Mason	\$18.66

***4/5 Majority***

ARTICLE 2. MOTION

\*\*\*\*\*PENDING\*\*\*\*\*

I move that the Town vote to transfer from the following accounts the sums of money listed below to fund additional wages and expenses to the accounts listed below which were not sufficiently funded under Article 3, Operating Budget, of the May 1, 2021 Annual Town Meeting:

Transfer From:		<u>??????</u>
	Total	\$??????

Transfer To:		<u>\$??????</u>
	Total	\$??????

*Simple Majority*

**ARTICLE 3. MOTION**

I move that the Town vote to fix the compensation of elected officers, provide for a reserve fund, and to raise and appropriate, including appropriations from taxation, by transfer from available funds, the sum of **\$39,781,035** to defray charges and expenses to the Town, including debt and interest, and a reserve fund, for the general fund, for the fiscal year beginning July 1, 2022 as outlined in Table 2 of the Finance Committee Report with the following revenue sources:

Taxation	\$37,801,118
Ambulance Fund	\$412,234
Perpetual Care Interest	\$332
Sale of Cemetery Lots	\$7,212
Cell Tower Revenue	\$55,224
Bond Premium Release	\$114,831
Marijuana Impact Fees (FC)	\$303,449
Free Cash	\$375,899

And to Authorize the following transfers:

Sewer Fund Indirect Costs to General Fund \$247,258

Water Fund Indirect Costs to General Fund \$302,204

Stormwater Fund Indirect Costs to General Fund \$161,274

***Simple Majority***

## **ARTICLE 4. MOTION**

I move that the Town vote to transfer from Free Cash the sum of \$100,000, and transfer from Sewer Enterprise Reserves the sum of \$5,100, and transfer from Water Enterprise Reserves the sum of \$6,400, and transfer from Stormwater Enterprise Reserves \$3,500, for a total sum of **\$115,000** to fund the estimated first-year cost items contained in the contracts between the **Town of Millis and SEIU Local 888, Professional Firefighters of Millis Local #4704, and AFSCME Council 93 Local 3901**, all to be effective July 1, 2022.

***Simple Majority***

## ARTICLE 5. MOTION

I move that the Town vote to raise and appropriate from Sewer Department Receipts, the following sums to **operate the sewer enterprise fund beginning July 1, 2022:**

<b>Salaries/Wages</b>	<b>\$293,966</b>
<b><u>Expenses</u></b>	<b><u>\$1,472,889</u></b>
<b>Total</b>	<b>\$1,766,855</b>

***Simple Majority***

**ARTICLE 6. MOTION**

I move that the Town vote to raise and appropriate from Water Department Receipts, the following sums to **operate the water enterprise fund beginning July 1, 2022:**

<b>Salaries/Wages</b>	<b>\$390,694</b>
<b><u>Expenses</u></b>	<b><u>\$2,103,534</u></b>
<b>Total</b>	<b>\$2,494,228</b>

***Simple Majority***



## ARTICLE 7. MOTION

I move that the Town vote to raise and appropriate from Stormwater Department Receipts, the following sums to **operate the stormwater enterprise fund beginning July 1, 2022:**

<b>Salaries/Wages</b>	<b>\$186,021</b>
<b><u>Expenses</u></b>	<b><u>\$444,252</u></b>
<b>Total</b>	<b>\$630,273</b>

***Simple Majority***

## **CONSENT ARTICLE 8. MOTION**

I move that the Town vote to approve the items as written in the Warrant as Consent Article 8.

***Simple Majority***

## **ARTICLE 9. MOTION**

I move that the Town vote to appropriate the sum of **\$21,035.16** from the Community Preservation Open Space/Recreation Reserve Fund for **Soundproofing for the Pickleball/Tennis Courts.**

***Simple Majority***

## ARTICLE 10. MOTION

\*\*\*\*\*PENDING\*\*\*\*\*

I move that the Town vote to appropriate the sum of ?????????? from the Community Preservation Open Space/Recreation Resource Reserve Fund for the **Millis Town Owned Properties Inventory and Management Plan.**

***Simple Majority***

## **ARTICLE 11. MOTION**

I move that the Town vote to transfer the sum of **\$16,900** from the **Community Preservation Open Space Reserve Fund** for the **Oak Grove Farm Trail Improvement Project**.

*Simple Majority*

## **ARTICLE 12. MOTION**

I move that the Town vote to transfer from Free Cash the sum of **\$17,800 to conduct the FY23 Recertification Process.**

***Simple Majority***

## ARTICLE 13. MOTION

I move that the Town vote to transfer from Free Cash the sum of **\$169,209**, and transfer from **Sewer Enterprise Reserve** the sum of **\$31,629**, and transfer from **Water Enterprise Reserve** the sum of **\$31,629**, and transfer from **Stormwater Enterprise Reserve** the sum of **\$31,628**, for a total sum of **\$264,095** to fund the following capital items:

<u>Department</u>	<u>Capital Item</u>	<u>Amount</u>
Police/Fire	Public Safety Radio Console Update	\$112,580
Emerg. Man.	Public Safety Radio Backup Generators	\$25,000
DPW/Enterprises	Chevy Silverado with Plow	\$54,416
DPW/Enterprises	Skid Steer	\$52,699
DPW/Enterprises	Message Board	<u>\$19,400</u>
Total		<b>\$264,095</b>

And to authorize the Select Board to dispose of old vehicles or equipment by outright sale, trade, auction, or otherwise and that the proceeds from such disposal be applied to the purchase price of the vehicle or equipment.

***Simple Majority***

## **ARTICLE 14. MOTION**

I move that the Town appropriates **\$500,000** to pay additional costs of making water treatment plant improvements at the D'Angelis Water Treatment Plant to address excessive levels of PFAS identified in Wells 1 and 2, including the payment of all costs incidental and related thereto, which amount shall be expended in addition to the \$5,600,000 previously appropriated for this project under Article 4 of the Warrant at the Fall Annual Town Meeting, and that to meet this appropriation, the Treasurer, with the approval of the Select Board, is authorized to borrow said amount under and pursuant to G.L. c. 44, §8(4) or any other enabling authority, and to issue bonds or notes of the Town therefor. All or any portion of the borrowing authorized by this vote may be obtained through the Massachusetts Clean Water Trust. The Select Board is authorized to apply for, accept and expend any state or federal aid that is or may become available for these purposes and the total amount authorized to be borrowed by this vote shall be reduced to the extent of any federal or state grants received on account of this project.

***2/3 Majority***



## **ARTICLE 15. MOTION**

I move that the Town vote to transfer from Free Cash, the sum of **\$160,000 for the Design and Construction of Sidewalks and Roads.**

***Simple Majority***

## ARTICLE 16. MOTION

I move that the Town vote to transfer from Free Cash, the sum of **\$50,000 for Tree Removal/Maintenance.**

***Simple Majority***

## ARTICLE 17. MOTION

I move that the Town vote to borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, a sum of **\$69,900 for a new lease/purchase(s) for computers for the Millis Schools.**

***2/3 Majority***

## **ARTICLE 18. MOTION**

I move that the Town vote to borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, the sum of **\$104,000 for the lease/purchase(s) of two Police Cruisers.**

***2/3 Majority***

## **ARTICLE 19. MOTION**

I move that the Town vote to establish a Town Administrator Bylaw as written in the warrant.

***Simple Majority***

## **ARTICLE 20. MOTION**

I move that the Town vote to make the following changes to the Town Charter (with ratification at an Annual Election):

### **Section IV-2: Other Elected Officers**

By amending the language as follows:

- a. The Town Clerk shall be appointed, with said appointment to be made following the end of the term of Town Clerk who was elected as of the date of this amendment.

***2/3 Majority***

## **ARTICLE 21. MOTION**

I move that the Town vote to amend the Zoning By-Laws, as most recently amended, by amending the section identified herein as follows:

- 1) By amending Section XII Administration and Enforcement, T. Associate Member to the Planning Board:

From:

“An associate Member to the Planning Board shall be appointed by the Board of Selectmen for a term of one year, such Associate Member to act on Special Permits.”

To:

“An Associate Member to the Planning Board shall be appointed by the Select Board for a term of one year, such Associate Member to act on Special Permits and Site Plans.”

***2/3 Majority***

## **ARTICLE 22. MOTION**

I move that the Town vote to amend Table 2: Area Regulations and Table 3: Height and Bulk Regulations in Section VI of the Town of Millis Zoning By-Law to insert I-P-2 District to the I-P Column as written in the warrant.

***2/3 Majority***



## ARTICLE 23. MOTION

I move that the Town vote to accept the provisions of M.G.L. Chapter 71 Section 37M and **authorize the consolidation of the facilities maintenance functions of the school committee with those of the town**, provided that such consolidation only occur upon a majority vote of the School Committee.

***Simple Majority***

## **ARTICLE 24. MOTION**

I move that the Town vote to transfer from Free Cash, the sum of **\$10,275 for the Unemployment Insurance Fund.**

***Simple Majority***

## **ARTICLE 25. MOTION**

I move that the Town vote to postpone Article 25 indefinitely.

***Simple Majority***

## **ARTICLE 26. MOTION**

I move that the Town vote postpone Article 26 indefinitely.

***Simple Majority***

## **ARTICLE 27. MOTION**

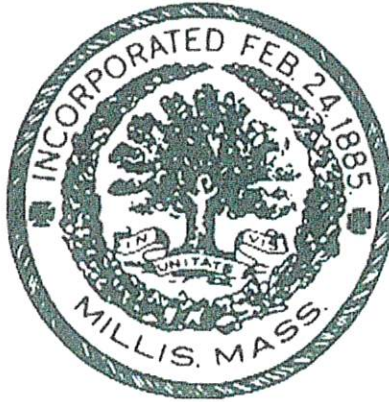
I move that the Town vote to dismiss Article 27.

***Simple Majority***

## **ARTICLE 28. MOTION**

I move that the Town vote to dismiss Article 28.

***Simple Majority***



**May 2, 2022**

**ANNUAL  
TOWN MEETING WARRANT**

**TOWN OF MILLIS  
COMMONWEALTH OF MASSACHUSETTS**

**NORFOLK, SS.**

**GREETING:**

To either of the Constables of the Town of Millis in said county, in the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Millis qualified to vote in elections and in town affairs, to meet on Monday, the second day of May, AD 2022 at 7:30 p.m. in the Middle-Senior High School Auditorium in said Millis:

**FOR THE BUSINESS MEETING, THEN AND THERE,  
TO ACT ON THE FOLLOWING ARTICLES, VIZ**

## **SPRING 2022 TOWN MEETING ARTICLE LIST**

1. Unpaid Bills
  2. FY22 Additional Wages and Expenses
  3. FY23 Operating Budget
  4. SEIU #888, Firefighters Local #4704, AFSCME Council 93 Local #1301 Contract Ratifications
  5. Sewer Enterprise Fund
  6. Water Enterprise Fund
  7. Stormwater Enterprise Fund
  8. Consent Agenda:
    - Amendments to Personnel Plan
    - Board of Health Appointing Authority
    - Revolving Funds
    - Community Preservation Fund
  9. Community Preservation Open Space/Recreation Reserve Fund – Soundproofing for Pickleball/Tennis Courts
  10. Community Preservation Open Space/Recreation Reserve Fund – Town-Owned Properties Inventory and Management Plan
  11. Community Preservation Open Space/Recreation Reserve Fund – Oak Grove Farm Trail Improvement Project
  12. FY23 Recertification Process (BOA) - for remaining \$17,800
  13. Capital Items
  14. PFAS Water Treatment Bonding Amendment
  15. Design and Construction of Sidewalks and Roads
  16. Tree Removal/Maintenance
  17. New Computer Lease for Schools – Year One
  18. New Police Cruiser Lease – Year One
- 
19. General Bylaw – Powers and Duties of the Town Administrator
  20. Charter Amendment – Change Town Clerk from Elected to Appointed
  21. Zoning Bylaws Amendment – Amendment to Associate Planning Board Member
  22. Zoning Bylaws Amendment – Add I-P-2 District to Tables 2 & 3



- 23. Acceptance of MGL Ch. 71 Section 37M Authorization for Consolidated Town wide Facilities Maintenance
- 24. Unemployment Insurance
- 25. OPEB Fund
- 26. Stabilization Fund
- 27. Petition Article
- 28. Petition Article

## TOWN OF MILLIS

### May 2, 2022 SPRING ANNUAL TOWN MEETING WARRANT

**ARTICLE 1.** To see if the Town will vote to transfer from available funds the sum of **\$3,464.51** to pay the following **unpaid bills** incurred by Town departments from previous fiscal year(s), or take any other action in relation thereto.

COA/BOH	WB Mason	\$399.96
COA/BOH	WB Mason	\$599.94
COA/BOH	WB Mason	\$919.98
COA/BOH	WB Mason	\$199.98
COA/BOH	WB Mason	\$199.98
COA/BOH	WB Mason	\$399.96
Building	Timothy Costello	\$100.00
DPW	WB Mason	\$18.66
BOH	Biscom	\$33.48
Fire	Comcast	\$555.25
DPW/WE	WB Mason	\$18.66
DPW/SE	WB Mason	\$18.66

(Submitted by The Select Board)

*4/5 majority*

**ARTICLE 2.** To see if the Town will vote to transfer from available funds a sum of money for **additional wages or expenses** not sufficiently funded under Article 3, Operating Budget, of the May 1, 2021 Annual Town Meeting, or take any other action in relation thereto.

(Submitted by The Select Board)

*Simple majority*

**ARTICLE 3.** To see if the Town will vote to fix the compensation of elected officers, provide for a reserve fund, and determine what sums of money the Town will raise and appropriate, including appropriations from taxation, by transfer from available funds, and/or the Stabilization Fund to **defray charges and expenses to the Town, including debt and interest, and a reserve fund**, for the fiscal year beginning July 1, 2022, or take any other action in relation thereto.

(Submitted by The Select Board) *2/3 majority if stabilization funds used*

**ARTICLE 4.** To see if the Town will vote to raise and appropriate or transfer from available funds the sum of **\$115,000** to fund the estimated first-year cost items contained in the contracts between the **Town of Millis and SEIU Local 888, Professional Firefighters of Millis Local #4704, and AFSCME Council 93 Local 3901**, all to be effective July 1, 2022, or take any other action in relation thereto.

(Submitted by The Select Board)

*Simple majority*

**ARTICLE 5.** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the sewer enterprise fund beginning July 1, 2022**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

*Simple majority*

**ARTICLE 6.** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the water enterprise fund beginning July 1, 2022**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

*Simple majority*

**ARTICLE 7.** To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to **operate the stormwater enterprise fund beginning July 1, 2022**, including a reserve fund, or take any other action in relation thereto.

(Submitted by The Select Board)

*Simple majority*

**CONSENT ARTICLE 8.** To see if the Town will vote the following consent articles:

1. To see if the Town will vote to adopt **amendments to Schedule A-Salary Plan of the Town of Millis Personnel Plan** effective July 1, 2022, as shown in the FY23 Finance Committee Report, or take any other action in relation thereto.

(Submitted by The Select Board)

*Simple majority*

2. To see if the Town will vote in accordance with M.G.L., Chapter 41, section 4A, and Chapter 268A, to authorize the **Board of Health to appoint any of its members to another town office or position for which it has appointing authority**, for the term provided by law, if any, otherwise for a term not exceeding one year, and fix the salary of such appointee, notwithstanding the provision of M.G.L. Chapter 41, Section 108, or act in any manner in relation thereto.

(Submitted by the Board of Health)

*Simple majority*

3. To see if the Town will vote pursuant to the provisions of M.G.L. Chapter 44, Section 53E½, to:

Amend Article VI, Section 12 of the Town's General Bylaws by deleting the following revolving fund from the existing table of revolving funds as follows:

**Recreation Fund - Fees from Recreation Programs - Recreation Department**

And to establish the following fiscal year spending limit for the Town's established revolving funds for Fiscal year 2023:

AUTHORIZED REVOLVING FUNDS	FISCAL YEAR EXP. LIMIT
Oak Grove Farm Maintenance Fund	\$ 35,000.00
Animal Control Shelter Fund	\$ 3,000.00
Fire Alarm Fund	\$ 10,000.00
Historical Commission Fund	\$ 12,000.00
Ambulance Department Fund	\$ 20,000.00
Council on Aging Transportation Fund	\$ 5,000.00
VMB Custodial/Maintenance Fund	\$ 6,000.00
School Food Service Fund	\$360,000.00
School Transportation Fund	\$500,000.00
Stormwater Management Fund	\$ 10,000.00
BOH Medical Services/Vax Fund	\$ 20,000.00
BOH Rabies Clinic/Program Fund	\$ 2,500.00
School Athletic Fields Fund	\$ 35,000.00
School Extracurricular Fund	\$ 8,000.00

Library Special Use Fund	\$ 10,000.00
Tobacco Control Program	\$ 1,000.00

(Submitted by The Select Board)

*Simple majority*

4. To see if the Town will vote to raise and appropriate a sum of money or reserve a sum of money from the **Community Preservation Fund**, for the Historic Resources Reserve, the Community Housing Reserve, the Open Space Reserve, or the Budgeted Reserve from annual revenues in the amounts recommended by the Community Preservation Committee for administrative expenses, community preservation projects and/or other expenses in fiscal year 2023, with each item to be considered a separate appropriation or act in any manner in relation thereto.

Appropriations:

From 2023 estimated revenues for Committee Administrative Expenses	\$13,734.00
--------------------------------------------------------------------	-------------

(To be divided equally: \$6,867.00 CPC Salary Account: \$6,867.00 CPC Expenses)

From Undesignated Fund Balance for Long Term Debt- Principal	\$20,000.00
--------------------------------------------------------------	-------------

From Undesignated Fund Balance for Long Term Debt- Interest	\$ 8,950.00
-------------------------------------------------------------	-------------

Reserves:

From FY2023 estimated revenues for Historic Resources Reserve	\$27,469.00
---------------------------------------------------------------	-------------

From FY2023 estimated revenues for Community Housing Reserve	\$27,469.00
--------------------------------------------------------------	-------------

From FY2023 estimated revenues for Open Space Reserve	\$27,469.00
-------------------------------------------------------	-------------

From FY2023 estimated revenues for Budgeted Reserve	\$80,000.00
-----------------------------------------------------	-------------

(Submitted by the Community Preservation Committee)

*Simple majority*

**ARTICLE 9.** To see if the Town will vote to appropriate the sum of **\$21,035.16** from the Community Preservation Open Space/Recreation Reserve Fund for **Soundproofing for the Pickleball/Tennis Courts**, or take any other action in relation thereto.

(Submitted by the Community Preservation Committee)

*Simple majority*

**ARTICLE 10.** To see if the Town will vote to appropriate a sum of money from the Community Preservation Open Space/Recreation Resource Reserve Fund for the **Millis Town Owned Properties Inventory and Management Plan**, or take any other action in relation thereto.

(Submitted by the Community Preservation Committee)

*Simple majority*

**ARTICLE 11.** To see if the Town will vote to transfer the sum of **\$16,900** from the **Community Preservation Open Space Reserve Fund** for the **Oak Grove Farm Trail Improvement Project**, or take any other action in relation thereto.

(Submitted by the Community Preservation Committee)

*Simple majority*

**ARTICLE 12.** To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$17,800 to conduct the FY23 Recertification Process**, or take any other action in relation thereto.

(Submitted by Board of Assessors) *Simple majority*

**ARTICLE 13.** To see if the Town will vote to raise and appropriate or transfer from available funds the sum of **\$264,095 to fund the following capital items:**

<u>Department</u>	<u>Capital Item</u>	<u>Amount</u>
Police/Fire	Public Safety Radio Console Update	\$112,580
Emerg. Man.	Public Safety Radio Backup Generators	\$25,000
DPW/Enterprises	Chevy Silverado with Plow	\$54,416
DPW/Enterprises	Skid Steer	\$52,699
DPW/Enterprises	Message Board	<u>\$19,400</u>
<b>Total</b>		<b>\$264,095</b>

And to authorize the Select Board to dispose of old vehicles or equipment by outright sale, trade, auction, or otherwise and that the proceeds from such disposal be applied to the purchase price of the vehicle or equipment, or take any other action in relation thereto.

(Submitted by The Select Board)

*Simple majority*

**ARTICLE 14.** To see if the Town will vote to appropriate **\$500,000** or any other amount, to pay additional costs of making water treatment plant improvements at the D'Angells Water Treatment Plant to address excessive levels of PFAS identified in Wells 1 and 2, including the payment of all costs incidental and related thereto, which amount shall be expended in addition to the \$5,600,000 previously appropriated for this project under Article 4 of the Warrant at the Fall Annual Town Meeting; to determine whether this amount shall be raised by borrowing or otherwise, or to take any other action relative thereto.

(Submitted by Select Board) *2/3 majority if stabilization funds or borrowing used*

**ARTICLE 15.** To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$160,000 for the Design and Construction of Sidewalks and Roads**, or take any other action in relation thereto.

(Submitted by Select Board)

*Simple majority*

**ARTICLE 16.** To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of **\$50,000 for Tree Removal/Maintenance**, or take any other action in relation thereto.

(Submitted by Select Board)

*Simple majority*

**ARTICLE 17.** To see if the Town will vote to borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, a sum of **\$69,900 for a new lease/purchase(s) for computers for the Millis Schools**, or take any other action in relation thereto.

(Submitted by the School Committee)

*2/3 majority*

**ARTICLE 18.** To see if the Town will vote to borrow under the provisions of M.G.L. Chapter 44 or any other enabling authority, the sum of **\$104,000 for the lease/purchase(s) of two Police Cruisers**, or take any other action in relation thereto.

(Submitted by Select Board)

*2/3 majority*

**ARTICLE 19.** To see if the Town will vote to establish the following General Bylaw:

**"ARTICLE V. TOWN OFFICERS Section 31. Town Administrator**

In addition to the powers and duties enumerated in Section III-4 of the Millis Town Charter "Position of Town Administrator", the Town Administrator shall have the following powers and duties:

**Subsection 1: POWERS AND DUTIES**

The town administrator shall be the chief administrative officer of the town, directly responsible to the select board for the administration of all town affairs for which the office of town administrator is given responsibility by this Charter. The powers and duties of the town administrator shall include, but are not intended to be limited to the following:

- (a) To supervise, direct, and be responsible for the efficient administration of all functions and activities for which the office of town administrator is given authority, responsibility or control by the Charter, by this by-law, by town meeting vote, by vote of the select board, or otherwise.
- (b) To appoint, and in appropriate circumstances, to remove, subject to ratification by the Select Board, all department heads, officers, and employees for whom no other method of selection is provided by the Charter and this Bylaw. Except as otherwise provided herein, all offices under the supervision of the town administrator as set forth in this section shall have the powers and duties set forth in the General Laws, the town bylaws and the Charter.
- (c) To be entrusted with the administration of the town personnel system; to administer the personnel policies and procedures and rules and regulations; and to administer the personnel by-law, the personnel plan, and collective bargaining agreements entered into by the town.
- (d) To keep the select board fully advised as to the needs of the town and recommend to the select board and to other elected town officers and agencies for adoption such measures requiring action by them or by the town meeting as the town administrator may deem necessary or expedient. The town administrator shall keep the select board informed regarding issues affecting the administration and governance of the town, in a timely manner.
- (e) The town administrator shall be responsible for the maintenance, repair, and use, of all town land and buildings which fall under the jurisdiction of the select board.
- (f) To prepare and present to the select board an annual operating budget for the town; and to work in conjunction with the capital planning committee and the finance director to prepare a proposed capital improvement plan for the five (5) fiscal years next ensuing.



- (g) To negotiate, on behalf of the select board, all personnel contracts and collective bargaining agreements involving any subject within the jurisdiction of the office of the town administrator or select board, including contracts with town employees involving wages, hours and other terms and conditions of employment. All such contracts and agreements shall be subject to the approval of the select board.
- (h) To coordinate the activities of all town agencies serving under the office of the town administrator and the office of the select board with those under the control of other officers and multiple member bodies elected directly by the voters.
- (i) To perform any other duties as are required to be performed by the town administrator by by-laws, administrative code, votes of the town meeting, or votes of the select board, or otherwise.
- (j) To be the chief procurement officer for the town, in accordance with the provisions of the Massachusetts General Laws, and to appoint such assistant procurement officers as provided in Chapter 30B of the Massachusetts General Laws.
- (k) To see that the provisions of the general laws, the Charter, town by-laws, votes of the town meeting and of the select board which require enforcement by the town administrator are faithfully executed, performed or otherwise carried out.
- (l) To prosecute, defend and compromise, subject to the approval of the select board, all litigation to which the town is a party, and to direct Town or Special Counsel with respect to such litigation.
- (m) To inquire and make investigation, at any time, into the conduct and operation of office or performance of duties of any officer or employee, department, board, commission or other town agency.
- (n) To coordinate the activities of all town agencies serving under the office of the town administrator and the office of the select board with those under the control of other officers and multiple member bodies elected directly by the voters.
- (o) To seek out and work to obtain resources from federal, state and other governmental jurisdictions that further town purposes.
- (p) To perform any other duties as are required to be performed by the town administrator by by-laws, administrative code, votes of the town meeting, or votes of the select board, or otherwise.

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## **Subsection 2: ACTING TOWN ADMINISTRATOR**

- (a) Temporary Absence - With the approval of the select board, the town administrator may designate a qualified town administrative officer or employee to exercise the powers and perform the duties of the town administrator during an absence of the town administrator of not more than twenty (20) days, including Saturdays, Sundays and

holidays. Such delegation shall be made by letter filed with the town clerk, the municipal finance director, and the select board.

(b) Powers and Duties - The powers and duties of the temporary or acting town administrator, under subsection (a), above, shall be limited to matters not admitting of delay and shall include authority to make temporary, emergency appointments or designations to town office or employment but not to make permanent appointments, and designations, or to effectuate terminations.

(c) Interim Town Administrator. In the event of resignation or termination of the Town Administrator, the select board may appoint an Interim Town Administrator to serve in such position until a permanent Town Administrator is appointed. Such Interim Town Administrator shall have all the powers of the Town Administrator, except as may be limited by the engagement with the Select Board.

Or take any other action in relation thereto.

(Submitted by the Select Board)

*Simple Majority*

**ARTICLE 20.** To see if the Town will vote to make the following changes to the Town Charter (with ratification by Annual Election):

**Section IV-2: Other Elected Officers**

By amending the language as follows:

- a. The Town Clerk shall be appointed, with said appointment to be made following the end of the term of Town Clerk who was elected as of the date of this amendment.

Or take any other action related thereto.

(Submitted by Select Board)

*2/3 Majority*

**ARTICLE 21.** To see if the Town will vote to amend the Zoning By-Laws, as most recently amended, by amending the section identified herein as follows, or to take any other action related thereto.

- 1) By amending Section XII Administration and Enforcement, T. Associate Member to the Planning Board:

From:

"An associate Member to the Planning Board shall be appointed by the Board of Selectmen for a term of one year, such Associate Member to act on Special Permits."

To:

"An Associate Member to the Planning Board shall be appointed by the Select Board for a term of one year, such Associate Member to act on Special Permits and Site Plans."

(Submitted by Planning Board)

*2/3 Majority*

**ARTICLE 22.** To see if the Town will vote to amend Table 2: Area Regulations and Table 3: Height and Bulk Regulations in Section VI of the Town of Millis Zoning By-Law to insert I-P-2 District to the I-P

Column shown below, or take any action relative thereto.

**Table 2. Area Regulations**

(See following page for notes.)

(Amended May 13, 1985) (Amended May 10, 2004) (Amended May 9, 2005)

(Amended May 8, 2006) (Amended June 14, 2010)(Amended May 12, 2014)

District	Use	Area (sq. ft.)	Base Density <sup>1</sup> (units per acre or FAR) (10)	Lot (2) Frontage (ft.)	Lot Depth (ft.)	Yards (3-7)		
						Front (ft.)	Side (ft.)	Rear <sup>11</sup> (ft.)
R-T	Any permitted principal	60,000		200	30 0	40	40	40

<sup>1</sup> Base density refers to the allowable density before any density bonus.

	structure or use							
R-S	Any permitted principal structure or use	25,000		125	20 0	40	20	40
R-V	1-family dwelling	15,000		100	15 0	40	15	20
	2-family dwelling	18,750		125	15 0	40	15	20
				250		50	50	50
	Multi- family dwellings	217,800			40 0			
		5 acres (for develop ments of up to 22 dwelling units) Each dwelling unit thereaft er 10,000						
	1-family dwelling	15,000	2.9	100	15 0	40	15	20
R-V-C <sup>(12)</sup>	2-family dwelling	18,750	4.7	125	15 0	40	15	20
				250		50	50	50

	Multi-family dwellings	217,800	5 acre minimum area and not to exceed 4 units/acre		400			
C-V	Any permitted principal structure or use	30,000	---	150	200	40	20	30
C-V-2 <sup>(12)</sup>	As-of-Right Development, Commercial	30,000	0.20 <sup>(10)</sup>	150	200	40	20	30
C-V/MCEOD Millis Center Economic Opportunity District	Mixed use development under Section XIII.P.	30,000		120	25	Minimum 5 to Maximum 15	0 (zero)	25
I-P/I-P-2	Any permitted principal structure or use	43,560 (1 acre)		200	250	40	20	30
V-B	Any permitted structure or use	90,000		150	200	50	30	30

**Table 3. Height and Bulk Regulations**

**(Amended May 13, 1985) (Amended May 10, 2004) (Amended May 9, 2005)**

**(Amended May 8, 2006) (Amended June 14, 2010)(Amended May 12, 2014)**

(See notes)

<b>District</b>	<b>Maximum Permitted Height (1) (ft.)</b>	<b>Maximum Permitted Height (stories)</b>	<b>Maximum Building Coverage of Lot<sup>(4)</sup>(covered area as percent of total lot area)</b>	<b>Minimum net floor area per unit for multi-family use or residential unit in mixed use (sq. ft.)</b>
R-T	35	2 ½	20	
R-S	35	2 ½	25	
R-V	35	2 ½	35	500
R-V-C	35	2 ½ /3	35 <sup>(3)</sup>	500
C-V	30	2	50	Not Permitted
C-V-2	30/35	2/3	50 <sup>(3)</sup>	500
C-V/ MCEOD	35	2 ½	50	500
I-P/I-P-2	45	3	40	Not permitted
V-B	35	2 ½	50	Not permitted

(Submitted by Planning Board)

*2/3 Majority*

**ARTICLE 23.** To see if the Town will vote to accept the provisions of M.G.L. Chapter 71 Section 37M and **authorize the consolidation of the facilities maintenance functions of the school committee with those of the town**, provided that such consolidation only occur upon a majority vote of the School Committee. If so accepted by the Town Meeting and School Committee. Or take any other action in relation thereto.

(Submitted by the Select Board)

*Simple Majority*

**ARTICLE 24.** To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money **for the Unemployment Insurance Fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

*Simple Majority*

**ARTICLE 25.** To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for the **Other Post-Employment Benefits (OPEB) fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

*Simple Majority*

**ARTICLE 26.** To see if the Town will vote to raise and appropriate or transfer from available funds, a sum of money for the **Stabilization Fund**, or take any other action in relation thereto.

(Submitted by the Select Board)

*Simple Majority*

Environmental Protection; may regulate the use of the water and fix and collect just and equitable prices and rates; may cooperate or act jointly with any other city or town in the Commonwealth of Massachusetts in carrying out the powers and duties as herein set forth; and may make reasonable rules and regulations in connection with any of the duties and responsibilities hereinabove set forth.

2. The Board of Water and Sewer Commissioners shall have exclusive charge and control of the installation and maintenance of the sewers, sewage treatment plants and appurtenances located in the Town, and in connection with said responsibilities, shall have all the powers reasonably necessary to effectuate same, and may from time to time adopt reasonable rules and regulations.

The Board of Water and Sewer Commissioners shall have all the powers and duties given to sewer and water commissioners under the Constitution and General Laws of the Commonwealth and such additional powers and duties as may be authorized by the Home Rule Charter, by by-law, or by other vote of the Town Meeting. The Board of Water and Sewer Commissioners shall assign all work and maintenance projects to the Town Administrator or the Town Administrator's designee for performance as its Agent.

And further, amending Article V, number 27, to delete the words, "and shall be authorized to act as Water and Sewer Commissioners" and "water and sewer maintenance."

And further, amending Article V, to delete number 28. Water and Sewer Advisory Committee

(Submitted by Petition)

*Simple Majority*



And, you are hereby directed to serve this Warrant by posting attested copies hereof fourteen days before time of said meeting as directed by the vote of the Town. Hereof fail not and make due return of this Warrant with your doings thereon at the time and place of said meeting.

Given under our hands this 11th day of April in the year two thousand and twenty-two.


**TOWN OF MILLIS  
SELECT BOARD**


  
Peter C. Jurmain, Chair

  
Erin T. Underhill, Vice-Chair

  
Craig W. Schultze, Clerk

A True Copy, Attest

  
Lisa J. Hardin, Town Clerk

  
Helen R. Kubacki, Constable  
Town of Millis

April 14, 2022

22-106

Review/Approval of Sign Permit – Flag Football

22-107

Board/Committee Liaison Updates

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